



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

MEMORANDUM

DATE: September 11, 2023

TO: MWA Board Members

CC: MWA Staff

FROM: Michael McCoy, Executive Director

RE: Wednesday, September 20, 2023, Board Meeting

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This month's board meeting is scheduled for Wednesday, September 20, 2023, at 5:45 pm in the board room at Central Office (300 East Locust Street, Ste. 100, Des Moines, Iowa). If you have questions about any items listed below, please call me at 323.6535 (w) or 707.3869 (c). I look forward to seeing you on Wednesday.

The following numbered items correspond with the number of the item on the agenda:

Consent Agenda Items for Approval

7. Resolution 09-23-02 – Approval of Revenue Sharing with Respect to the Collection of Solid Waste Agreement – Action for Approval
This is an annual agreement to split the revenue from sales of extra and large item stickers among contracted haulers for municipal solid waste. Staff recommends approval.
8. Resolution 09-23-03 – Approval of City of Des Moines Contract – Action for Approval
This contract formalizes the partnership between the City of Des Moines and Metro Waste Authority for the transportation, processing, and marketing of recyclable material. Staff recommends approval.
9. Resolution 09-23-04 – Approval of Scale Replacement at Metro Park West Landfill – Action for Approval
The master plan for Metro Park West Landfill includes a new scale. Recent routine inspection has indicated replacement should happen as soon as possible. Staff recommends approval.

Regular Agenda Items for Approval

10. Resolution 09-23-05 – Approval of FTE at Metro Recycling Facility – Action Item
The addition of one Class A driver at Metro Recycling Facility is needed to support existing and new business, as covering current demand with existing staffing has been challenging. Staff recommends approval.



Metro Waste Authority Board Meeting September 20, 2023

MWA Central Office
300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309
5:45 pm

Board of Directors 2023 Calendar Year

Dean O'Connor
Chair

Rob Sarchet
Vice-Chair

Dean O'Connor
Altoona

Mark Holm
Ankeny

Bob Peffer
Bondurant

John Edwards
Clive

Joe Gatto
Des Moines

Steve Allen
Elkhart

David Gisch
Grimes

Tom Cope
Johnston

Bill Roberts
Mitchellville

Brian Baker
Norwalk

Mark Konrad
Pleasant Hill

Rob Sarchet
Polk City

Tom Hockensmith
Polk County

Gerald Lane
Runnells

Matt Blake
Urbandale

Doug Loots
West Des Moines

Susan Skeries
Windsor Heights

Michael McCoy
Executive Director

MWA Board Meeting
September 20, 2023

Agenda

1. Call to Order, Roll Call
2. Approval of Regular Agenda
3. Public Forum

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 9
5. Consideration of Minutes August 16, 2023, Metro Waste Authority Board Meeting – Action for Approval
6. Resolution 09-23-01 – Consideration of August 2023, Monthly Expenditures – Action for Approval
7. Resolution 09-23-02 – Approval of Revenue Sharing with Respect to the Collection of Solid Waste Agreement – Action for Approval
8. Resolution 09-23-03 – Approval of City of Des Moines Contract – Action for Approval
9. Resolution 09-23-04 – Approval of Scale Replacement at Metro Park West Landfill – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval – Item 10

10. Resolution 09-23-05 – Approval of FTE at Metro Recycling Facility – Action Item
11. Director's Report
12. Chair's Report
13. General Board Discussion and Other Business
14. Correspondence
15. Adjournment

October Executive/Finance Meeting: October 4, 2023, MWA Central Office, 300 E. Locust Street, Ste 100, Des Moines, Iowa 50309, 12:00 pm.

October Board Meeting: October 18, 2023, MWA Central Office, 300 E. Locust Street, Ste. 100, Des Moines, Iowa 50309, 5:45 pm.



300 E. Locust Street, Ste. 100
Des Moines, Iowa 50309
515-244-0021

August 15, 2023, Official Metro Waste Authority Board Meeting Minutes

1. Call to Order

The meeting was held at Metro Waste Authority's Central Office. Dean O'Connor, chair, called the August 15, 2023, Metro Waste Authority Board Meeting to order at 5:45 p.m. A quorum was present.

Roll Call – MWA Board Representatives/Alternates in Attendance

Dean O'Connor, Altoona – In Person
Mark Holm, Ankeny – In Person
John Edwards, Clive – In Person
David Gisch, Grimes – In Person
Tom Cope, Johnston – In Person
Bill Roberts, Mitchellville – In Person
Rob Sarchet, Polk City – In Person
Tom Hockensmith, Polk County – Virtual
Gerald Lane, Runnells – In Person
Bret Hodne, West Des Moines – Virtual
Susan Skeries, Windsor Heights – Virtual

2. Approval of Regular Agenda

Moved by Clive, seconded by Ankeny, to approve the August 15, 2023, board meeting agenda as amended. Motion carried unanimously by voice vote.

3. Public Forum

There were no requests to address the Board.

CONSENT AGENDA

The following are routine items enacted by one roll call vote without separate discussion unless someone, Board or Public, requests that an item be removed for consideration:

4. Approval of Consent Agenda – Items 4 through 7

Moved by Clive, seconded by Ankeny, to approve the Consent Agenda, items 4 through 7. Motion carried unanimously by voice vote.

5. Consideration of Minutes of July 19, 2023, Metro Waste Authority Board Meeting – Action for Approval

6. Resolution 08-23-01 – Consideration of July 2023, Monthly Expenditures – Action for Approval

7. Resolution 08-23-02 – Approval of Purchase of Roll Off Truck for Recycling Collection throughout the Agency – Action for Approval

END CONSENT AGENDA

Regular Agenda Items for Approval - Items 8 through 9

8. Resolution 08-23-03 – Approval of Purchase of Can/Bottle Counting & Sorting System for Metro Hazardous Waste Drop-Off Can Redemption – Action Item
 Dan Haag, recycling administrator, reported that Metro Waste Authority (MWA) is requesting to purchase a can/bottle counting and sorting system. The total investment is estimated to be \$330,000, which includes shipping and installation. Staff recommend reallocating capital funds budgeted in FY22/23, for a front load truck, for the purchase.
- Moved by Clive, seconded by Johnston, to approve Resolution 08-23-03. Motion carried unanimously by voice vote.
9. ~~Closed session pursuant to Iowa Code 21.5(1)“i” to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation.~~
- Moved by Clive, seconded by Ankeny, to amend the regular agenda by removing closed session pursuant to Iowa Code 21.5(1)“i” from the agenda.
10. Director’s Report
 Michael McCoy, executive director, reported that PERB has notified MWA that there is currently no union contract, and the union will need to recertify this fall.
- Leslie Irlbeck, deputy director, recognized alternate board member from West Des Moines, Brett Hodne, who has been serving on the Board since 2010. Mr. Hodne will be departing as a Board member at the end of August.
- McCoy reported that the Brick Gentry Law Firm will continue to provide general legal counsel and specialty issues will be outsourced, as needed.
- The September executive finance meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, September 6, 2023, at 12:00 pm.
- The September board meeting will be held at Central Office (300 E. Locust Street, Ste. 100, Des Moines, Iowa) on Wednesday, September 20, 2023, at 5:45 pm.
11. Chair’s Report
 No Report
12. General Board Discussion and Other Business
 Irlbeck provided an update on professional services. She reported there are different categories of professional services, each with a different process for choosing a vendor. Full requests for proposal (RFP) are utilized for vertical construction, equipment and engineering services are completed with a “soft” RFP due to specialized nature of the industry, and services such as legal counsel would not require an RFP.
13. Correspondence
 No Correspondence
14. Adjournment

Moved by Clive, seconded by Johnston to adjourn the August 15, 2023, board meeting. Motion carried unanimously by voice vote. Meeting adjourned at 6:26 pm.

Michael McCoy, Executive Director

Dean O'Connor, Chair

METRO WASTE AUTHORITY
BILLS PAID IN AUGUST 2023


VENDOR NAME	COMMENT1	Total
A KING'S THRONE, LLC	BUILDING SERVICES	\$ 420.00
ABC PEST CONTROL	BUILDING SERVICES	\$ 49.61
ABM PARKING	PARKING	\$ 5,760.00
ACCESS SYSTEMS	OFFICE PRINTING	\$ 1,829.04
AFLAC	INSURANCE PREMIUM	\$ 575.52
AIRGAS, INC. DBA AIRGAS USA, LLC	EQUIPMENT FUEL	\$ 157.49
AMERICAN MARKING, INC.	OFFICE SUPPLIES	\$ 173.75
ANKENY SANITATION	WASTE/DROP OFF/CONTRACT EXPENS	\$ 936,322.52
ARAMARK UNIFORM SERVICES, INC.	RAGS/MATS/SUPPLIES	\$ 1,688.12
ARSENAULT ASSOCIATES	COMPUTER SUPPLIES/MAINTENANCE	\$ 3,245.01
ASPEN WASTE SYSTEMS, INC.	CURBSIDE/DROP OFF/WASTE COLL	\$ 2,646.00
A-TEC RECYCLING, INC.	CONTRACT DISPOSAL	\$ 5,920.63
ATHLETICO PHYSICAL THERAPY	BACKGROUND CHECKS	\$ 900.00
ATLANTIC BOTTLING COMPANY	OFFICE SUPPLIES	\$ 274.24
AUREON COMMUNICATIONS	TELEPHONE EXPENSE	\$ 19,831.22
BAILEY ROOFING CONTRACTORS, INC.	REPAIR SERVICES	\$ 195.00
BOMGAARS	PARTS/SMALL TOOLS/SUPPLIES	\$ 872.54
BONDURANT, CITY OF	UTILITIES	\$ 15,317.42
BOOT BARN	HEALTH/SAFETY	\$ 871.08
BRICK GENTRY P.C.	LEGAL FEES	\$ 9,141.50
CAPITAL CITY EQUIPMENT CO.	EQUIPMENT/PARTS/LABOR	\$ 498.80
CAPITAL SANITARY SUPPLY CO INC	OFFICE SUPPLIES	\$ 246.25
CAROLINA SOFTWARE	COMPUTER SUPPLIES/MAINTENANCE	\$ 2,158.89
CASSIE RILEY	MILEAGE/EXPENSES	\$ 118.56
CENTRAL COLLEGE	MWA ENVIR. STEWARDSHIP SCHOLOR	\$ 1,000.00
CENTRAL STATES WIRE PRODUCTS, INC	MRF SUPPLIES	\$ 17,215.21
CENTRAL UNITED LIFE INSURANCE	LIFE INSURANCE	\$ 152.22
CENTURY LINK	TELEPHONE EXPENSE	\$ 147.83
CFI TIRE SERVICE	TIRES	\$ 63,598.17
CITY GARDENS, INC	SITE MAINTENANCE	\$ 8,955.00
CITY OF COUNCIL BLUFFS	PURCHASE OF COMMODITIES	\$ 1,672.00
CITY OF DES MOINES	LEASE/LEACHATE PROCESSING	\$ 54,624.40
CITY OF PERRY	LEACHATE PROCESSING	\$ 6,598.10
CITY OF URBANDALE	MWA GRANT PROGRAM	\$ 132,141.90
CL SMITH COMPANY	CONTRACT DISPOSAL	\$ 9,991.23
CLARK SUTFIN	TRAVEL REIMBURSEMENT	\$ 61.62
CLEAN DES MOINES, INC.	JANITORIAL SERVICES	\$ 1,325.00
CLEAN EARTH SYSTEMS INC	CONTRACT DISPOSAL	\$ 690.00
CLEAN HARBORS ENV. SERVICE INC	CONTRACT DISPOSAL	\$ 11,681.61
COMMONWEALTH ELECTRIC COMPANY	SITE MAINTENANCE	\$ 9,515.25
COMMUNICATION INNOVATORS INC	COMPUTER SUPPLIES/MAINTENANCE/	\$ 225.00
COMPETITIVE EDGE	PUBLIC INFORMATION/PROMOTION	\$ 4,054.09
CONSTRUCTION & AGGREGATE PRODUCTS	LEACHATE MAINTENANCE/COLLECTIO	\$ 2,109.81
CONTINENTAL ALARM & DETECTION	BUILDING SERVICES	\$ 2,918.11
CONTROLLED ACCESS OF THE MIDWEST, LLC	SITE MAINTENANCE	\$ 7,391.00
CP MANUFACTURING INC	EQUIPMENT	\$ 336.88
CPI TECHNOLOGIES, LLC	PHONE SYSTEM	\$ 3,927.00
CREIGHTON UNIVERSITY	MWA SCHOLARSHIP	\$ 1,000.00
CRYSTAL CLEAR	OFFICE SUPPLIES	\$ 176.17
CUTLER, SUSAN	MILEAGE/EXPENSES	\$ 49.13
DAN SCOTT	MILEAGE REIMBURSEMENT	\$ 42.50
DANIEL HAAG	TRAVEL REIMBURSEMENT	\$ 250.87
DAN'S OVERHEAD DOORS 4	BUILDING REPAIRS	\$ 3,715.80
DATASHIELD CORP	RECYCLING EXPENSE	\$ 253.02
DES MOINES MOBILE WASH, INC	PREVENTIVE MAINTENANCE	\$ 4,547.52
DES MOINES REGISTER, THE	ADVERTISING	\$ 1,052.89
DES MOINES STEEL FENCE CO, INC	SITE MAINTENANCE	\$ 363.08
DES MOINES WATER WORKS	UTILITIES	\$ 2,734.08
DIAM PEST CONTROL	PEST CONTROL	\$ 519.00
DIAMOND OIL COMPANY	EQUIPMENT FUEL	\$ 1,645.80
DJ SERVICES LLC	SITE MAINTENANCE	\$ 1,325.00
OMACC	MWA ENVIR. STEWARDSHIP SCHOLOR	\$ 1,000.00
OPH ALTERNATIVES IOWA, LLC	THIRD PARTY PARTS/LABOR	\$ 2,662.95
DRAKE UNIVERSITY	CONSULTING FEES	\$ 1,000.00
DUKE AERIAL, INC.	MRF EQUIPMENT RENTAL	\$ 4,856.40
ECOSOURCE LLC	WELL MAINTENANCE	\$ 4,480.00
ELECTRICAL ENG. & EQUIP. CO.	PARTS/LABOR	\$ 13,632.85
ELECTRONIC ENGINEERING CO.	PARTS	\$ 326.60
ELISE SANNY	CAN REDEMPTION	\$ 286.00
ELITE GLASS	GLASS TOP FOR DESK	\$ 27.37
ETC GRAPHICS, INC.	SIGNAGE	\$ 296.00
EVELYN MATSON	REFUND	\$ 75.00
EXPRESS HOLDINGS LLC	BUILDINGS SERVICES	\$ 128.25
EXPRESS LAUNDRY	FLOOR MATS	\$ 234.65
EXPRESS TARP SERVICE	LITTER CONTROL	\$ 8,770.00
FASTENAL COMPANY	HEALTH/SAFETY	\$ 1,149.31
FERRELLGAS	UTILITIES/EQUIPMENT FUEL	\$ 390.14
FINISHING TOUCHEZ	SITE MAINTENANCE	\$ 300.00
FIRST CHOICE SERVICES / US COFFEE	OFFICE SUPPLIES	\$ 304.80
FORCE FITTERS LLC	EMPLOYEE UNIFORM	\$ 1,846.50
FREIGHTLINER OF DES MOINES, INC	PARTS	\$ 5,229.04
GARRY & CONNIE HOWE	CAN REDEMPTION	\$ 3,896.00
GRAINGER	PARTS/SMALL TOOLS/SUPPLIES	\$ 3,102.28

GREAT CATERERS OF IOWA	MEETINGS	\$ 50.00
GRIMES, CITY OF	UTILITIES	\$ 5,259.28
HANIFEN CO, INC.	PARTS/LABOR	\$ 884.75
HAWKEYE BIN CLEANING	CART CLEANING	\$ 2,400.00
HAWKEYE FIRE & SAFETY CO	EQUIPMENT REPAIRS	\$ 4,789.10
HDR ENGINEERING, INC.	ENGINEERING SERVICES	\$ 5,908.77
HEAVY HIGHWAY FRINGE BENEFIT ADMINISTRATION CO.	MEDICAL INSURANCE	\$ 615.00
HEIDI BEDIER	CAN REDEMPTION	\$ 298.60
HEMSTRA TRUCKING LLC	LEACHATE PROCESSING	\$ 2,720.00
HIRE QUALITY SOLUTIONS	TEMPORARY LABOR	\$ 1,688.40
HIRE QUEST, LLC	STAFFING	\$ 19,788.46
HOLICKY BROS LOGISTICS	THIRD PARTY PARTS/LABOR	\$ 7,552.76
HOOK'S POINT IRRIGATION	LEACHATE RECIRCULATION	\$ 1,933.60
HOTSY CLEANING SYSTEMS	PARTS/LABOR	\$ 309.75
HOUSBY HEAVY EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 12,139.98
HOUSBY MACK, INC.	PARTS/LABOR/PREVENTIVE MAINT	\$ 11,495.84
HQJ HYDRAULICS	PARTS	\$ 342.21
HR DIRECT/POSTER GUARD	OFFICE SUPPLIES	\$ 89.99
HY-VEE - ALTOONA	SUPPLIES/MEETINGS	\$ 2,501.04
HY-VEE - WDM	SUPPLIES/MEETINGS	\$ 8,545.00
INDEED, INC	ADVERTISING	\$ 3,105.90
INLAND TRUCK PARTS CO.	PARTS/LABOR/PREVENTIVE MAINT	\$ 13,665.48
INTEGRITY PRINTING LLC	OUTSIDE PRINTING	\$ 304.20
IOWA DEPARTMENT OF NATURAL RESOURCES	DNR QUARTERLY TONNAGE FEES	\$ 424,377.03
IOWA DES MOINES SUPPLY, INC.	JANITORIAL SUPPLIES	\$ 311.19
IOWA DNR	SWAP GRANT 21-G550-08	\$ 1,388.89
IOWA FIRE EQUIPMENT COMPANY	FIRE ALARM/INSPECTION	\$ 1,088.00
IOWA LABORERS' DISTRICT COUNCIL HEALTH & WELFARE FUND	MEDICAL INSURANCE	\$ 28,559.65
IOWA METHODIST OCCUP. MEDICINE	DOT PX/WORKERS' COMP	\$ 558.00
IOWA PUMP WORKS	LEACHATE COLLECTION	\$ 4,149.65
IOWA REGIONAL UTILITIES ASSOCIATION	UTILITIES	\$ 25.45
IOWA STAFFING INC	TEMPORARY LABOR	\$ 5,340.00
IOWA STATE UNIVERSITY	MWA ENVIR. STEWARDSHIP SCHOLOR	\$ 2,000.00
IPERS	EMPLOYER'S SHARE OF IPERS	\$ 59,697.77
J. A. KING & CO	SITE MAINTENANCE/PARTS	\$ 77,227.84
JASPER COUNTY TREASURER	PROPERTY TAXES	\$ 4,234.00
JETCO, INC	LEACHATE MAINTENANCE/COLLECTIO	\$ 4,544.00
JIM HAWK TRUCK TRAILERS, INC.	EQUIPMENT/PARTS/LABOR	\$ 363.90
JOHNSON CONTROLS FIRE	ANNUAL FIRE ALARM INSPECTION	\$ 710.88
KABEL BUSINESS SERVICES	EMPLOYEE BENEFIT EXPENSE	\$ 14,900.27
KABEL BUSINESS SERVICES	SERVICE FEES	\$ 54.90
KAL SERVICES, INC.	YARD WASTE COLLECTION	\$ 650.61
KNAPP	MANAGEMENT FEE	\$ 1,987.79
KNAPP	SITE MAINTENANCE	\$ 1,980.37
KOCH BROTHERS	OFFICE SUPPLIES	\$ 2,896.76
LABSOURCE, INC	HEALTH/SAFETY	\$ 539.64
LARRY'S WINDOW SERVICE, INC.	BUILDING SERVICES	\$ 210.00
LOWES COMPANIES, INC	SUPPLIES	\$ 85.26
LUBE-TECH & PARTNERS, LLC	EQUIPMENT FUEL	\$ 13,496.26
MADISON FOELS	TRAVEL REIMBURSEMENT	\$ 41.44
MAGG FAMILY CATERING	MEETINGS	\$ 495.00
MARTIN MARIETTA MATERIALS	SITE MAINTENANCE	\$ 6,929.11
MATTHEW RUSSEL	REFUND	\$ 39.52
MCCLOUD & CO, INC	PEST CONTROL	\$ 600.40
MCMMASTER-CARR SUPPLY CO.	LEACHATE MAINTENANCE/COLLECTIO	\$ 186.65
MEGAN LAFFOON	MILEAGE REIMBURSEMENT	\$ 250.20
MENARDS-ALTOONA	SUPPLIES	\$ 1,353.23
MENARDS-GRIMES	SUPPLIES	\$ 377.06
MHC KENWORTH - DES MOINES	PARTS/LABOR/PREVENTIVE MAINT	\$ 9,311.46
MIA DEAN	AMERICORP	\$ 20.96
MID IOWA OCCUPATIONAL TESTING	PRE-EMPLOYMENT	\$ 400.00
MIDAMERICAN ENERGY	UTILITIES	\$ 17,210.32
MIDLAND POWER COOPERATIVE	UTILITIES	\$ 1,350.68
MIDWEST AUTO. FIRE SPRINKLER CO.	BUILDING REPAIRS	\$ 415.50
MIDWEST WHEEL COMPANIES	PARTS	\$ 6,063.58
MMC CONTRACTORS IOWA, INC.	BLDG. REPAIRS/SITE MAINTENANCE	\$ 6,652.92
MSS, INC	PARTS	\$ 4,227.23
MURPHY TRACTOR & EQUIPMENT CO.	PREVENTIVE MAINTENANCE	\$ 4,162.06
NAPA DISTRIBUTION CENTER	PARTS/SMALL TOOLS/SUPPLIES	\$ 6.14
NATIONAL MINERALS CORPORATION	FLY ASH	\$ 1,526.43
NATIONWIDE OFFICE CLEANERS LLC	JANITORIAL SERVICES	\$ 1,617.59
NMC INDUSTRIAL SERVICES, LLC	PARTS/LABOR/PREVENTIVE MAINT	\$ 62.78
ODORGON	PARTS	\$ 3,305.00
O'HALLORAN INTERNATIONAL, INC.	PARTS/LABOR/PREV MAINT	\$ 2,453.14
ONE SOURCE	BACKGROUND CHECKS	\$ 261.80
O'REILLY AUTO PARTS	PARTS/SMALL TOOLS/SUPPLIES	\$ 12,980.15
PALMER GROUP	TEMPORARY LABOR	\$ 9,798.75
PAYLOCITY	PROCESSING FEE	\$ 2,498.07
PEAK TECHNOLOGIES, INC DBA TELEPAR	OFFICE PRINTING EXPENSE	\$ 5,046.00
PRAXAIR DISTRIBUTION INC.	WELDING SUPPLIES	\$ 2,120.55
PROSPERITY JANITORIAL	JANITORIAL SERVICES	\$ 3,541.68
QED ENVIRONMENTAL SYSTEMS, INC	LEACHATE MAINTENANCE/COLLECTIO	\$ 279.98
QPS EMPLOYMENT GROUP, INC	STAFFING	\$ 35,462.00
QUADIENT FINANCE USA, INC.	MAILING EXPENSES	\$ 1,000.00
QUADIENT LEASING USA, INC.	MAILING EXPENSES	\$ 1,409.82
QUALITY STRIPPING INC	SITE MAINTENANCE	\$ 635.00
QUICK OIL CO.	EQUIPMENT FUEL	\$ 85,375.60
QUICK SUPPLY CO.	LEACHATE WELL MAINTENANCE	\$ 1,327.60

REBECCA CHIDO	REFUND	\$ 10.00
RED WING SHOE STORE	HEALTH/SAFETY	\$ 600.00
RELIANCE STANDARD LIFE	INSURANCE PREMIUM	\$ 4,956.95
RESULTS GROUP LLC	CONSULTING/PROF SERVICE/DUES	\$ 3,700.00
ROAD MACHINERY & SUPPLIES, CO.	PARTS/PREVENTIVE MAINTENANCE	\$ 5,232.20
ROYAL PALM MARKETING	PUBLIC INFORMATION/PROMOTION	\$ 350.00
RSM US LLP	CONSULTING/PROF SERVICE/DUES	\$ 1,470.67
RSM US PRODUCT SALES LLC	COMPUTER SUPPLIES/MAINT/FEES	\$ 2,853.97
SARAH NOLL WILSON, INC.	CONSULTANT	\$ 3,750.00
SCG LLC	REFUND	\$ 1,374.13
SCHIMBERG CO	PARTS	\$ 718.01
SCHUMACHER ELEVATOR CO	THIRD PARTY BUILDING SERVICES	\$ 496.80
SCOTT'S AUTO GLASS LLC	PARTS/LABOR	\$ 730.00
SCS ENGINEERS, PC	ENGINEERING SERVICES	\$ 4,528.00
SECURITY EQUIPMENT INC	SECURITY	\$ 184.00
SENECA COMPANIES	LEACHATE COLLECTION	\$ 643.06
SENECA TANK	PARTS	\$ 798.16
SETCO	PARTS	\$ 1,478.88
SHERWIN-WILLIAMS CO.	CONTRACT DISPOSAL	\$ 75.61
SINK PAPER & PACKAGING	YARD BAG STORAGE/DISTRIBUTION	\$ 1,950.75
SIOUX CITY TARP, INC	PARTS	\$ 4,894.50
SMART CLEAN LLC	MANITORIAL SERVICES	\$ 2,560.00
SOCIAL SECURITY ADMINISTRATION	EMPLOYER'S SHARE OF FICA	\$ 47,757.51
SPINUTECH	WEBSITE/SOCIAL MEDIA	\$ 2,337.50
SUMMIT COMPANIES	FIRE EXTINGUISHER	\$ 3,016.00
T & T SPRINKLER SERVICE	SITE MAINTENANCE	\$ 351.00
THE HOME DEPOT PRO	OFFICE SUPPLIES	\$ 124.02
TIFCO INDUSTRIES	PARTS/SMALL TOOLS/SUPPLIES	\$ 3,220.77
TITAN MACHINERY	PARTS	\$ 4,581.22
TOMPKINS INDUSTRIES, INC.	PARTS	\$ 274.47
TRANE US INC	BUILDING SERVICES	\$ 904.15
TREASURER STATE OF IOWA	SALES TAX	\$ 16,341.31
TRI-COUNTY REFRIGERATION	BUILDING REPAIRS	\$ 1,131.66
TROOP 22	CAN REDEMPTION	\$ 1,681.10
TRUENORTH COMPANIES	DUES/SUBSCRIPTION/FEE	\$ 5,000.00
ULINE	OFFICE SUPPLIES	\$ 3,268.26
UNIFIED CONTRACTING SERVICES INC	THIRD PARTY PARTS/LABOR	\$ 395.40
UNIVERSITY OF IOWA, THE	MWA GRANT	\$ 1,000.00
UPKEEP TECHNOLOGIES, INC.	THIRD PARTY PREV MAINT	\$ 1,451.80
VAN METER INC	PARTS	\$ 950.13
VAN WALL EQUIPMENT	PARTS/LABOR/PREVENTIVE MAINT	\$ 1,556.96
VANTAGEPOINT TRANSFER AGENTS	EMPLOYER'S SHARE DEFERRED COMPENSATION	\$ 10,237.93
VERIZON WIRELESS	COMPUTER SUPPLIES/MAINTENANCE	\$ 944.27
VERMEER SALES & SERVICE INC.	PARTS	\$ 15,214.21
VIKING AUTOMATIC SPRINKLER COMPANY	HEALTH/SAFETY	\$ 717.00
WASTE CONNECTIONS OF IOWA	CONTRACT MANAGEMENT REVENUE	\$ 12,377.06
WASTE CONNECTIONS, INC.	WASTE COLLECTION/TIRE PROCESSI	\$ 369,074.81
WASTE MANAGEMENT OF IOWA	CURBSIDE/DROP OFF/WASTE COLL	\$ 360,382.73
WASTE SOLUTIONS OF IOWA	BUILDING SERVICES	\$ 2,195.00
WEIGHTS & MEASURES BUREAU	SITE PERMIT	\$ 756.00
WEST BANK	CREDIT CARD PAYMENT FOR MISC OFFICE AND TRAVEL EXPENSES	\$ 16,419.55
WEST BEND MUTUAL INSURANCE COMPANY	INSURNACE	\$ 294,976.00
WEX	FUEL	\$ 3,412.28
WILLIAMSON'S REPAIR	EQUIPMENT MAINTENANCE	\$ 472.52
WOODMAN CONTROLS CO	SITE MAINTENANCE	\$ 278.90
WRIGHT OUTDOOR SOLUTIONS	BUILDING SERVICES	\$ 237.00
XENIA RURAL WATER DISTRICT	UTILITIES	\$ 76.48
ZIEGLER, INC.	PART/LABOR/PREV MAINT/SUBSCRIP	\$ 31,656.05
GRAND TOTAL		\$ 3,667,880.98

The MWA Executive Director and the Deputy Director certify that the above MWA bills paid are properly due and have been made in accordance with the operating and expenditure processes established by MWA.


Michael McCoy, Executive Director


Leslie Irbeck, Deputy Director

Metro Waste Authority Board
Monthly Board Meeting
September 20, 2023
CONSENT AGENDA ITEM 7

ITEM:

Approval of Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

SUMMARY:

This establishes the Revenue Sharing with Respect to the Collection of Solid Waste Agreement until June 30, 2024.

DISCUSSION POINTS:

This annual agreement identifies the revenue share owed to ASI and Waste Connections for the collection of bulky waste, extra waste, and appliances through Metro Waste Authority's Large and Extra Item Sticker program. The agreement has been reviewed and approved by all affected haulers.

STAFF RECOMMENDATION:

Staff recommends approval of the Revenue Sharing with Respect to the Collection of Solid Waste Agreement.

ATTACHMENTS:

- Agreement for Revenue Sharing with Respect to the Collection of Solid Waste.

CONTACT:

Cassie Riley, public affairs administrator, 515.323.6502

AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE

This AGREEMENT FOR REVENUE SHARING WITH RESPECT TO THE COLLECTION OF SOLID WASTE (this “Agreement”) is made and entered into this 20th day of September 2023, by and among **Metro Waste Authority**, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code (“MWA”), **Waste Connections of Iowa, Inc.**, an Iowa corporation (“WCI”), and **Ankeny Sanitation, Inc.**, an Iowa corporation (“ASI”).

RECITALS

- A. On or around December 29, 2021, MWA and WCI entered into a certain Agreement for the Collection of Solid Waste (the “WCI Agreement”), whereby WCI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- B. On or around December 29, 2021, MWA and ASI entered into a certain Agreement for the Collection of Solid Waste (the “ASI Agreement”; together with the WCI Agreement, the “Collection Agreements”), whereby ASI agreed to provide solid waste collection services for certain residents within the MWA Service Area (as defined therein) of Participating Member Communities (as defined therein).
- C. In accordance with Section 7.3.6 of each of the Collection Agreements, each of WCI and ASI (collectively, the “Contractors”) have agreed to collect Appliances (as defined in the Collection Agreements) and Bulky Waste Collection (as defined in the Collection Agreements) pursuant to certain requirements and compensation as more specifically set forth therein.
- D. MWA and each Contractor hereby desire to enter into this Agreement in order to set forth the revenue sharing by and among MWA and each Contractor for the collection of Appliances and Bulky Waste Collection.

AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Defined Terms. Terms not otherwise defined herein shall have the definition as set forth in the Collection Agreements.
2. Collection Agreements. Each of the parties hereto agrees and acknowledges that each of the Collection Agreements and the terms of them shall continue in full force and effect. In the event of a conflict between the provisions of the any of the Collection Agreements and this Agreement, the provisions of such Collection Agreement shall prevail.

3. Term. This Agreement shall be effective July 1, 2023 through June 30, 2024. This Agreement may be mutually extended from year to year upon written agreement of the parties.

4. Section 7.3.6 of the Collection Agreements. Each of the parties hereto agrees and acknowledges that it has agreed to the following provision in Collection Agreement (“Section 7.3.6”):

“7.3.6 Separate Bulky Waste/Appliance Collection Charges

The cost to households for Bulky Waste collection will be \$1 for an extra bag or box that does not fit in the cart and \$5 for all Bulky Waste items that do not fit in the cart. Appliances will cost households \$35 each. MWA will sell Bulky Waste stickers to residents of the Participating Member Communities as follows:

- ◆ One extra bag or box sticker = \$1.00
- ◆ Bulky Waste item sticker = \$5.00

The extra bag must have a capacity no greater than thirty-five (35) gallons or equivalent size box. An appliance must have a total of seven (7) \$5 Bulky Waste item stickers applied.

MWA will retain issuance fees of \$0.10 for each \$1.00 sticker and \$0.20 for each \$5.00 sticker sold for the provision of the stickers and administration. Contractor will be paid the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to the Contractor for the collection and disposal of the Bulky Wastes and Appliances. Contractor will be paid based on the revenue as received by MWA which may be prior to the actual service being used by households. Sticker fees and revenue to the Contractor will not be subject to adjustment and will remain the same throughout the Agreement term and any extensions."

5. Revenue/Revenue Sharing. As a result of the Bulky Waste Collection and Appliance collection as set forth in Section 7.3.6, MWA will pay each Contractor, after retention of the issuance fees by MWA as set forth in Section 7.3.6, the remaining sticker revenue received by MWA on a quarterly basis to cover the cost to Contractors for the Bulky Waste Collection and Appliance collection (the “Revenue”). MWA and each Contractor hereby agree that the Revenue shall be divided and distributed among each Contractor in accordance with the distribution as set forth in Exhibit A attached hereto. MWA and each Contractor hereby agree and acknowledge that the distribution as set forth in Exhibit A is a fair, true and accurate distribution of the Revenue among the Contractors.

6. Default. In the event that any party determines that another party has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of this Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon take whatever action it determined is necessary or appropriate to enforce or obtain performance of the provisions of this Agreement.

7. Notices. All notices, consents, approvals, communications, and requests of or to any of the parties to this Agreement shall be writing, delivered to the person designated below, by United State mail or in hand delivery, at the indicated address unless otherwise designated in writing.

For MWA:

Name: Cassie Riley
Title: Public Affairs Administrator
Address: 300 East Locust St., Ste 100
City, State: Des Moines, IA 50309

For WCI:

Name: Rob Birkla
Title: District Manager
Address: 4705 NE 22nd St.
City, State: Des Moines, IA 50313

For ASI:

Name: Andrew Larson
Title: President
Address: 7002 SE Delaware Ave,
City, State: Ankeny, IA 50021

8. Indemnity. Each Contractor shall indemnify and save harmless MWA, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of such Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that no Contractor shall be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees solely arising out of the willful or negligent act or omission of MWA, its officers, agents servants or employees.

9. Amendments. All provisions of this Agreement shall be strictly complied with and conformed to by Contractors; and no amendment to this Agreement shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld.

10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

11. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall any such illegality or invalidity affect any legal or valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

12. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

13. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of the other party hereto.

14. Further Assurances. Each party hereby agrees to execute and deliver such additional instruments and documents and to take all such other action as the other party may reasonably request from time to time in order to effect the provisions and purposes of this Agreement.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

METRO WASTE AUTHORITY

By: _____
Name: Michael McCoy
Title: Executive Director

WASTE CONNECTIONS OF IOWA, INC.

By:  8-28-23
Name: Rob Birkla
Title: District Manager

ANKENY SANITATION, INC.

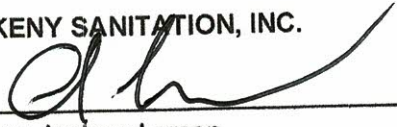
By: 
Name: Andrew Larson
Title: President

Exhibit A
Fiscal Year 2023 - 2024
Quarterly Revenue Share For MWA by and among
Waste Connections of Iowa, Inc. and Ankeny Sanitation, Inc.

100% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC.

Hy-Vee - 1990 Grand Avenue, West Des Moines
 Hy-Vee - Mills Civic, 555 S 51st Street, West Des Moines
 Hy-Vee Drugstore - 1010 60th Street, West Des Moines
 City of Windsor Heights
 Cappel's Ace Hardware - 5003 EP True Parkway, West Des Moines
 Fareway - 329 Grand Avenue, West Des Moines
 True Value Carlisle
 Vine Food & Liquor - 2704 Vine Street, West Des Moines
 True Value - 100 Grand Avenue, West Des Moines
 Fareway Stores, Inc Mills Civic
 Residents of: Carlisle, West Des Moines, and Windsor Heights

100% OF REVENUE TO ANKENY SANITATION, INC.

Hy-Vee - 108 8th Street SW, Altoona
 Hy-Vee - 4815 Maple Drive, Pleasant Hill
 Hy-Vee - 5750 MERLE HAY RD, JOHNSTON
 Altoona Hardware Inc.
 City of Altoona
 City of Pleasant Hill
 City of Runnells
 City of Mitchellville
 City of Bondurant
 City of Norwalk
 Cappel's Ace Hardware - 1120 Sunset Drive, Norwalk
 Menards - 300 NE DESTINATION DRIVE, GRIMES
 City of Clive
 City of Grimes
 City of Johnston
 City of Polk City
 Johnston Hardware
 Fareway - 1101 S. 5th Street, Polk City
 Fareway - 351 SE GATEWAY DR, GRIMES
 Hy-Vee - 351 NE GATEWAY DR, GRIMES
 FAREWAY STORES - HICKMAN ROAD
 Residents of: Altoona, Bondurant, Clive, Grimes, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, and Runnells

80% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC. / 20% OF REVENUE TO ANKE

Hy-Vee - West Lakes, 1725 Jordan Creek Parkway, West Des Moines
 Hy-Vee - 1700 Valley West Drive, West Des Moines
 Hy-Vee - 7101 University Avenue, Windsor Heights

50% OF REVENUE TO WASTE CONNECTIONS OF IOWA, INC. / 50% OF REVENUE TO ANKE

Menards - Clive 12000 Hickman Road
 Hy-Vee - 1005 E. Hickman Road, Waukee

Metro Waste Authority Board
Monthly Board Meeting
September 20, 2023
CONSENT AGENDA ITEM 8

ITEM:

Approval of City of Des Moines Contract.

SUMMARY:

This contract formalizes the partnership between the City of Des Moines (City) and Metro Waste Authority (MWA) for the transportation, processing, and marketing of recyclable material.

DISCUSSION POINTS:

The City of Des Moines has been bringing recycling collected through its residential curbside program to Metro Recycling Facility since 2021. The City and MWA have worked closely to develop an agreement with mutually agreeable terms. As part of the contract, the City is responsible for curbside collection and hauling to the MRF for processing and sale.

STAFF RECOMMENDATION:

Staff recommends approval of this three-year agreement with the City of Des Moines.

BUDGET REQUIREMENTS:

N/A

ATTACHMENTS:

- Draft Agreement

CONTACT:

Leslie Irlbeck, deputy director, 515.323.6501

**CITY OF DES MOINES AND METRO WASTE AUTHORITY RECYCLABLES
PROCESSING AND MARKETING SERVICE AGREEMENT**

THIS AGREEMENT (“Agreement”) is made this 11th day of September, 2023 (“Effective Date”) by and between City of Des Moines, Iowa (“CITY”) and Des Moines Metropolitan Area Solid Waste Authority (“Contractor”).

WHEREAS, the CITY, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, through its Public Works Department, provides curbside collection and processing of recyclable materials; and

WHEREAS, CITY desires to purchase the services of an exclusive single-stream recycle provider to receive, process and market recyclable materials collected by the Public Works Department; and

WHEREAS, Contractor is a public entity organized pursuant to Iowa Code Chapter 28E for the purpose of providing solid waste services including single-stream recycling through its Material Recovery Facility, and wishes to provide services to CITY in accordance with this Agreement.

NOW, THEREFORE, it is mutually agreed by the CITY and Contractor agree as follows:

1. **Term of Agreement.** The initial term of this Agreement shall be for a three-year period to begin retroactively on November 1, 2021 , and end November 1, 2024 (“Term”), with a mutual option for consecutive one-year renewal options. The parties shall each send written notice to the other of its intent to exercise any option renewal no less than ninety (90) days prior to the end of the Term or applicable renewal term. Renewal shall be by written Addendum to this Agreement, which Addendum shall be approved and executed by an authorized representative of the CITY and Contractor.

2. **General Description of Services.** The Contractor shall provide the labor, management, and all related services necessary to Accept, Process, store, and/or Market Recyclable Materials delivered to the MRF by or on behalf of the CITY. The services rendered by the Contractor shall be in accordance with this Agreement.

A. **“Accept” or “Accepting” or “Accepted”** means the receipt of Recyclable Materials by the Contractor at the MRF upon delivery thereto by or on behalf of the CITY, and that Contractor does not reject pursuant to the Section herein titled and Rejection of Load.

B. **“Acceptable Materials”** means all materials not rejected by mutual agreement of the parties per Section 8(D), “Rejection of Load”.

C. **“Process” or “Processing” or “Processed”** means the preparation by the Contractor of the Single-Stream Recyclable Materials for Marketing.

D. **“Market”** means the sale of Recyclable Materials for the purpose of recycling, reuse or other beneficial use other than disposal in a landfill or otherwise, which generally results in the generation of revenue.

3. **Recyclable Materials.** The following items are “Recyclable Materials” under this Agreement:

- a. Old Newsprint (ONP): Consists of newspaper as typically generated from curbside collections.
- b. Residential Mixed Paper (RMP): Includes magazines and catalogs, junk mail, office paper such as computer paper, sorted white ledger, soiled office paper and other office stationary, and telephone directories and chipboard.
- c. Old Corrugated Containers (OCC): includes boxes with unbleached, unwaxed paper with ruffled liners.
- d. Glass Containers: Includes household glass containers, bottles and jars.
- e. Steel, Tin and Bi-Metal Containers: Includes food, beverage, nonfood and aerosol cans made of mixed metal, such as tin and steel.
- f. Used Aluminum Beverage Cans (UBC): Also referred to as cans which consist of household beverage cans made of aluminum.
- g. Plastic Containers: Includes plastic containers for food, beverages and other household products including milk jugs, soda bottles, and cleanser bottles. Commodity codes #1, 2, 3, 4, 5 & 7 will be included.

A. **Single Stream.** Contractor shall accept the Recyclable Material which are (i) separated by participants, (ii) set out for collection, (iii) collected by CITY-approved haulers, and (iv) delivered to the Contractor all mixed together in a single truck compartment (collectively a “Single-Stream” or “Single-Stream Recycling”). This agreement does not include commercial, drop-off and/or anything other than single-stream recycling through the CITY’s residential single stream collection program. CITY shall retain the right to remove mixed paper, glass and/or other materials from the single stream and sell and dispose of it in accordance with their own policies.

B. **Trash (also known as Residue).** Materials which are not Recyclable Materials or Shrink, and which include all non-recoverable or non-recyclable materials.

C. **Shrink.** Shrink is the material consisting primarily of liquids, fine particulates, dirt and organics lost in the system after the initial weigh-in and which cannot be measured separately during an annual Audit. Shrink will be shown in Schedule I provided by the Contractor as a separate line item. It will not be calculated into the trash total.

4. **Processing Fee.** The CITY shall pay to Contractor a Processing Fee equal to \$85 per ton of all material entering the Facility. For purposes of example only, if the amount of material received at the Facility hereunder is 100 tons, then the Processing Fee paid by the CITY to Contractor is \$8,500. CITY shall make payment to the Contractor within 30 business days following the receipt by CITY of the Monthly Report for such month, as provided in the Section herein titled Contractor Submission of Periodic Reports to the CITY. If this Agreement is renewed

as provided in the Section above titled Term of Agreement, then on the renewal date the Processing Fee shall be increased by the percentage increase in the “CPI,” defined as the Consumer Price Index (Midwest Region) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

5. **Unloading of Recyclable Materials at the MRF.** The CITY hauling contractors (“CITY Haulers”) will be required to unload Recyclable Materials at the MRF in accordance with the Section herein titled Operation of the MRF. The Contractor shall cooperate with and assist the CITY Haulers in unloading Recyclable Materials at the MRF.

6. **Storage and Processing of Recyclable Materials.** The Contractor shall store and Process Recyclable Materials.

7. **Processing Equipment and Produced Material Quality.** The MRF shall contain Processing equipment necessary to prepare Single- Stream Recyclable Materials for Market in accordance with the specifications inherent in the Scrap Specifications Circular published by the Institute of Scrap Recycling Industries, Inc. (ISRI), as the same is amended from time to time. The MRF shall produce baled Single Stream Recyclable Materials for Market in accordance with the specifications inherent in the Scrap Specifications Circular published by ISRI.

8. **Operation of the MRF.** The Contractor shall be solely responsible for all aspects of management of the MRF. Management activities shall include:

A. **Maintenance of MRF.** The Contractor shall maintain the MRF at its sole expense, in good working order.

B. **Hours of Operation.** The MRF’s hours of operation shall be (with a scale attendant): 7:00a.m. to 4:30p.m.; and (may be available for self-service truck use upon request) Monday through Friday plus any Saturdays following New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The CITY reserves the right to re-designate the recycling collection day to replace collections which occur on holidays and to designate additional holidays, upon no less than thirty (30) days prior written notice to Contractor.

C. **Ownership of Material.** The Contractor will inspect all inbound materials at the time of dumping to determine if the load contains any Hazardous Materials (as hereinafter defined) or other materials that are not accepted at the MRF. Once the Contractor has both (i) Accepted a load, and (ii) the delivering vehicle has dumped the load; then the ownership and responsibility for the proper management of the materials transfers to the Contractor. Contractor’s ownership and responsibility for materials shall cease upon delivery of the materials to the disposal site, the markets and/or processors. The CITY shall use reasonable efforts to cause only Recyclable Materials to be delivered to the MRF and to minimize the quantities of Trash or contaminated material.

D. **Rejection of Load.** During its inspection of all inbound materials, the Contractor, its agents, employees, or personnel, may reject any load (i) it reasonably deems to consist of excessive amounts of Trash; (ii) it reasonably deems to contain contaminated materials,

including, without limitation medical waste or biohazardous waste; or (iii) it reasonably deems to contain any hazardous materials, consisting of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any federal, state or local laws, ordinances or regulations or petroleum products or by-product (collectively “**Hazardous Materials**”). Following the rejection of a load, such load shall be set aside, and CITY shall be notified of such rejection. CITY shall have four (4) business hours following notification to inspect the rejected load (“**Inspection Period**”), and consent to Contractor’s rejection of the load or object to Contractor’s rejection of the load in writing by email as identified in Section “Notice” below. If CITY fails to object during the Inspection Period, CITY is deemed to have accepted Contractor’s rejection of the load. Following rejection of a load, and CITY’s acceptance of such rejection (“**Rejected Load**”), Contractor shall dispose of the Rejected Load by taking it to a landfill. In such instances, the CITY shall reimburse to Contractor: (i) Contractor’s costs (whether internal or external) to haul the Rejected Load to the landfill; (ii) any landfill disposal fee for such Rejected Load; and (iii) a \$100 per ton disposal and handling fee for such Rejected Load. Ownership and responsibility of all Rejected Loads shall remain with CITY, until such time as the Rejected Load is delivered to the landfill.

E. **Tickets.** The Contractor shall provide one (1) certified truck scale and a minimum of one (1) safe, accessible unloading area. The Acceptable Materials shall be weighed as a whole on the truck to the nearest 20-pound increment and then unloaded on a tipping floor. Haulers shall be provided scale tickets which indicate the date, time, truck number, gross weight, tare weight and net weight of each truckload of Acceptable Materials. Manually entered data shall be kept to a minimum and marked: “MANUAL” when a scale ticket is generated. Contractor shall provide CITY with a monthly report of all deliveries and total weights by each hauler. Contractor shall make provisions for receiving Acceptable Materials from haulers during any planned or unanticipated shutdowns, maintenance, or renovations at the MRF.

F. **Trash Disposal.** The Contractor shall be responsible for paying the commercial tipping fees and related transportation costs, if the Trash Percentage equals or is less than 15%. If the Trash Percentage exceeds 15%, the Contractor and the CITY will share equally the commercial tipping fees and transportation costs of the amount in excess of 15%.

9. **Revenue Sharing.** The Contractor shall Process the Single-Stream Recyclable Materials. The Contractor will calculate a revenue share of the Processed Recyclable Materials identified in the attached Schedule 1 at the rates specified or referred to therein. The calculation under Schedule 1 shall be determined by taking the total material processed at the Facility in a given month, multiplying that amount by the Audit percentage of the given material, multiplying the product of those two numbers by the average weekly price per ton of the given material, during the week the material was received. Pricing is based on those published on Secondary Materials, using the Midwest/Central region. In the event the revenue share calculation is positive, the Contractor shall pay to CITY the positive revenue share amount. In the event the revenue share calculation is negative, the CITY shall pay to Contractor the negative revenue share amount.

10. **Audits and Auditable Records & Reports.** The Contractor and the CITY shall conduct one audit of all materials processed at the Facility for purposes of determining the payments made hereunder for the following year. At the Audit, two (2) randomly selected scoops per day, over a contiguous ten (10) business- day period shall be initially weighed, sorted into eleven categories, as listed below, and measured, to determine the Audit percentages for each material until the next Audit is conducted.

A. **Audit Categories.** All of the materials in each load analyzed shall be separated into the following categories:

- a. OCC (#11);
- b. Mixed Paper (#54), including Newspaper;
- c. UBC;
- d. Steel, Tin and Bi-metal cans;
- e. #1 PET Plastic Containers with Screw Tops;
- f. #2 HDPE Natural Plastic Containers with Screw Tops;
- g. #2 HDPE Color Plastic Containers with Screw Tops;
- h. Mixed Glass Containers;
- i. Trash; and
- j. Shrink (this will be determined by subtracting the final weight of all materials weighed during the processing from the initial weight of the load).

B. **Additional Audits.** Either CITY or Contractor may request an additional audit if there is a reasonable concern by either party that the materials being delivered to the Facility has changed, or the Trash percentage is changing. Such additional audit shall occur following written notice from one party to the other of their intention to require an additional audit. Within thirty (30) days following such written request, the parties shall agree on a date and time for the new audit. Following the new audit, the new audit percentages for each category shall be used, in lieu of the previous audit numbers, and until the next scheduled audit (scheduled or additional). The Contractor and the CITY are each entitled to no more than one (1) additional audit request per year.

C. **Auditable Records & Reports.** Contractor shall maintain records of all incoming loads of Recyclable Materials, which shall list the date, time, weight, carrier name and vehicle number, and whether the load was accepted or rejected. For all rejected loads, whether rejected in part or in full, the Contractor shall note the reason for rejection.

11. **Contractor Submission of Periodic Reports to the CITY.**

A. Contractor shall submit monthly reports to the CITY within 20 days after the end of each month. The "Monthly Report" shall include:

1. The tonnage delivered by the CITY during the month;
2. The quantity of each Recyclable Commodity per Audit percentage;
3. Any Revenue Sharing or Service Fees owed to or by the CITY; and

4. The quantity of Trash received from the CITY's residential single stream collection program during the months as shown in Schedule 1.
5. Upon request, the Contractor shall also submit copies of all mill reports, correspondence or charge backs received during the month related to the quality of materials delivered to the Contractor by the CITY, The CITY reserves the right to contact the mills and brokers directly to ascertain the quality of the material delivered by the Contractor.
6. Proof of current market pricing
7. Revenue from the sale of recyclable materials by commodity by month.

12. **Periodic Meetings.** The Contractor and the CITY shall meet no less than annually to discuss the status of the delivery and processing of Recyclable Materials, confer on potential efforts to improve quantities and quality, troubleshoot problems, and evaluate the status of future recycling activity.

13. **Public Education.** Public education on recycling will be the responsibility of the CITY. Contractor shall provide for Facility tours for educational purposes during regularly scheduled business hours, for the following purposes:

- Tours for new CITY Council Members or agency directors;
- Tours upon request from the media; and
- Others upon reasonable request.

14. **Compliance with Applicable Laws and Requirements.** The Contractor shall comply with all applicable laws and requirements pertinent to the processing of Recyclable Materials.

15. **Insurance and Safety Requirements.** The Contractor agrees that it will, at all times during the term of this Agreement, keep in force and effect insurance policies, at its own cost and expense, issued by a company or companies authorized to do business in the State of Iowa and satisfactory to the CITY.

A. Approval of the insurance by the CITY shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the CITY does not in any way represent that any insurance or limits of liability are sufficient or adequate to protect the Contractor's interest or liabilities. The CITY shall be named as an additional insured on all such policies.

B. The Contractor shall: (a) take reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the MRF, to any property on the MRF Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, equipment, structures and utilities; (b) establish and maintain safety procedures, signage, and alarms for the MRF for the protection of employees of the Contractor and all other persons at the MRF and MRF site, including visitors, at a level consistent with applicable law and with good industry standards and practices for materials recovery facilities; (c) comply with all applicable laws, ordinances, rules, regulations and lawful

orders of any public authority relating to the safety of persons or property at the MRF or their protection at the MRF from damage, injury or loss; and (d) promptly furnish the CITY with copies of any memorandums, notes, letters, or reports documenting loss control or safety inspections the Contractor performs at the MRF or has performed on its behalf.

16. **CITY Responsibilities.** The CITY has responsibility for the following activities or roles:

- A. Collect and deliver Single-Stream Recyclable Materials to the Facility;
- B. Prepare appropriate public education materials;
- C. Designate additional materials to be collected and processed after conferring with the collection and processing contractors;
- D. Designate different collection days for holidays;
- E. Manage the quantity of the inbound materials and use reasonable efforts in conjunction with the CITY Haulers to minimize Trash collected and delivered to the Facility;
- F. Review and approve reporting and recordkeeping procedures/forms;
- G. Review records as appropriate;
- H. Review monthly reports; and
- I. Meet periodically to discuss status and address any issues.

17. **Loss of Markets for Recyclable Products.**

A. The intent of this recycling program is to ensure materials are in fact recycled and not landfilled or otherwise disposed, however, in the event that a severe, unanticipated Market depression exists such that Marketing of a specific Recyclable Material(s) or product is not possible, the Contractor shall notify the CITY and, after conferring with the CITY, attempt to identify and implement a solution to the problem. If, in the mutual judgment of the CITY and Contractor, it is determined that the material cannot be Marketed, the material shall be characterized as “Unmarketable Material” beginning with the month following such determination is made and continuing until CITY and Contractor agree otherwise.

B. In the event of determination of Unmarketable Material as described above the Contractor and the CITY will share equally the commercial tipping fees and transportation costs. The CITY may specify a commercial trucking contractor to transport the Unmarketable Material or the CITY may remove the unmarketable recyclables to landfill at no cost to the Contractor.

18. **Nondiscrimination.** The Contractor agrees that, during the term of this Agreement, the Contractor will not, within the State of Iowa or elsewhere, discriminate against any employee or applicant for employment because of any protected classification (e.g., age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, veteran’s status or disability)

defined by local, state and federal law, and will include a similar provision in all subcontracts entered into for the performance of the Contractor's obligations hereunder.

19. **Compliance with Laws.** Prior to commencement of performance of services hereunder, the Contractor shall make itself familiar with all statutes, ordinances, rules and regulations having application to the services it provides hereunder and, during the term of this Agreement, the Contractor shall at all times comply with all such statutes, ordinances, rules and regulations in the carrying out of its obligations hereunder. The Contractor shall be solely responsible for any fines, penalties or forfeitures occasioned by its failure to adhere to, or its violation of, any such statutes, ordinances, rules, or regulations.

20. **Governing Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Polk County, Iowa District Court, or the United States District Court for the Southern District of Iowa.

21. **Notice.** Except as otherwise herein provided, all notices required or permitted to be served by either party on the other, and all reports, payments, and invoices, shall be in writing and shall be deemed given when hand delivered or when mailed by certified or ordinary mail to the following individuals and addresses:

If to CONTRACTOR:

Michael McCoy
Central Office
300 East Locust. St. Suite 100
Des Moines, IA 50309

If to CITY:

Jonathan Gano
City of Des Moines
Public Works Director
400 Robert D. Ray Drive
Des Moines, IA 50309

CITY's consent or objection to Contractor's rejection of a load may be provided by written notice as stated above in this Section or electronically to the following address:

To/From CITY:

Jonathan Gano, CITY Public Works Director, jagano@dmgov.org, or his designee

To Contractor:

Michael McCoy, Executive Director, mmc@mwatoday.com, or his designee

22. **Assignment.** Neither party shall assign this Agreement or any part of it to any other party without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall not pledge, hypothecate, or otherwise create any interest, whether for security or otherwise, in any other party to the payments due from Contractor under the terms of this Agreement.

23. **Termination of Agreement.** In addition to, and not in substitution or limitation of any other right of the CITY hereunder to terminate this Agreement, the CITY shall have the option to terminate this Agreement at any time for cause. Cause includes any breach by Contractor of any provision or provisions of this Agreement, subject to any right to cure, or the insolvency of the Contractor. The CITY shall exercise its option to terminate this Agreement under this provision as follows: (1) the CITY shall give written notice to the Contractor of its intent to terminate the Agreement and shall set forth therein the reason or reasons for such termination; (2) the Contractor shall have thirty (30) days following the receipt of such notification to remedy the cause for termination set forth in such notice; and (3) if the Contractor shall fail, within such thirty (30) days, to remedy such cause, the CITY shall have the sole right to terminate the Agreement.

A. **No Further Obligations.** Upon the termination of this Agreement, under the provisions of this section or otherwise, the CITY shall have no further obligations to the Contractor, provided, however, that termination shall not abrogate, impair, release or extinguish any debt, obligation or liability of the Contractor to the CITY hereunder which may have accrued prior to such termination, including, but not limited to, any such debt, obligation or liability which was the cause of termination or arose out of such cause and the CITY shall have the right to withhold any amounts then due or to become due the Contractor hereunder for application against any such debt, obligation, or liability.

B. **Non-exclusive Remedies.** No right or remedy conferred upon the CITY under the terms of this Agreement, including, but not limited to, the right of termination or the right to resort to the Contractor's performance bond or other surety, shall be exclusive of any other right conferred upon the CITY under the terms of this Agreement or by law or equity. All rights and remedies conferred upon the CITY under the terms of this Agreement or by law or equity are cumulative and no single exercise of any such right or remedy shall preclude the exercise of any other such right or remedy with respect to the same or any other breach by the Contractor.

24. **Agreement Documents.** This Agreement contains the entire agreement of the parties, and no amendment or modification of this Agreement shall be effective unless in writing and signed by the parties hereto. If there is a conflict between the provisions of this Agreement and the above-referenced documents incorporated herein by reference, the provisions of this Agreement shall control.

25. **Uncontrolled Circumstances.** If either party is rendered unable, in whole or in part, by an occurrence not within the control of the affected party and which, by the exercise of due diligence, such party is unable to prevent or overcome, and shall include acts of God, acts of the public enemy, wars, blockades, insurrections, riots, enactment of statutes, laws or regulations, and acts of governmental bodies ("Force Majeure"), to carry out its obligations under this

Agreement, it is agreed that upon such party's giving notice and reasonably full particulars of such Force Majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, shall, so far as they are affected by Force Majeure, be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, as far as possible, be remedied with all possible dispatch.

26. **Illegal Provisions and Severability.** All parts and provisions of this Agreement are severable. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

27. **Non-waiver.** No failure, forbearance, neglect or delay by either party to enforce this Agreement or any provision of this Agreement or to exercise any of such party's rights hereunder shall effect or limit such party's right to strictly enforce the same, and shall not constitute or be interpreted as a waiver of any right to enforce this Agreement or any provision thereof, in the future.

28. **Arbitration.** The parties to this Agreement agree that any disputes arising between them with regard to the interpretation or application of this Agreement shall be submitted to binding arbitration at the request of either party. Any request for arbitration must be in the form of a written notice requesting arbitration identifying each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question(s) to be arbitrated shall be limited to those specified in the written notice requesting arbitration. The parties may agree on an arbitrator; however, if they fail to mutually agree within thirty (30) days, then application shall be made to the President of the Polk County Bar Association by the party requesting arbitration to have an arbitrator appointed. Should either party refuse to cooperate with the arbitrator, the arbitrator shall be empowered to proceed ex parte. The arbitrator's written decision shall be final and binding on the parties. The arbitration award may include monetary damages, liquidated damages, and/or any legal or equitable remedy otherwise available to the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the 11th day of September, 2023.

“CITY”
CITY OF DES MOINES

T.M. Franklin Cowrie
By: *T.M. Franklin Cowrie*
Its: *Mayor*

Approved as to Form:
/s/ Glenna K. Frank
Glenna K. Frank, Assistant City Attorney

“Contractor”
Metro Waste Authority

By: _____
Its: _____

Metro Waste Authority Board
Monthly Board Meeting
September 20, 2023
CONSENT AGENDA ITEM 9

ITEM:

Approval of Scale Replacement for Metro Park West Landfill.

SUMMARY:

The master plan for Metro Park West Landfill includes a new scale. Recent routine inspection has indicated replacement should happen as soon as possible.

DISCUSSION POINTS:

The master plan for Metro Park West Landfill (MPW) outlines a new entrance road along with placement of a new scale and scale house. This work is budgeted for in Capital Expenditures and initial dirt work for the new road was completed last year. Planning is underway for the scale house.

Staff obtained two bids and is recommending Cross Precision Measurement at a cost of \$136,845.70. The bid is consistent with pricing for scales at other locations and staff is familiar with the equipment. The proposed can be installed within four weeks and will be placed in the new location, as recommended in the master plan, next to the future scale house.

STAFF RECOMMENDATION:

Staff recommend approval to replace the scale at MPW at a cost of \$136,845.70.

BUDGET REQUIREMENTS:

Funds are budgeted in Capital Expenditures budget.

ATTACHMENTS:

- Cross Precision Quote

CONTACT:

Brian Wambold, disposal operations manager, 515.333.4447



Proposal for New Truck Scale

Metro West Landfill

ATTENTION
Brian Wambold

DATE
August, 25th, 2023
(Proposal expires 9-28-23)

PROPOSED BY
Matt Reif | Mattreif@crossco.com | (515)491-0096

Application Background:

Metro West Landfill is in need of a 70 X 11 Concrete Deck Truck Scale to weigh Trucks at their Perry, IA Location.

Our Solution:

Cross Precision Measurement is proposing a Mettler Toledo VTC 151 Concrete Deck Truck Scale.



Cross Precision Measurement would like to thank you for this opportunity to submit this proposal. With our location in Des Moines, IA we are closely located to be able to provide Metro West Landfill with World Class Customer Service, combined with a quick response time, and expert technical scales training. We look forward to your favorable approval.

Matt Reif

Product Sales

Cell: 1-515-491-0096

E-Mail: Matt.Reif@crossco.com

Innovating the Industrial World, One Customer at a Time

Mettler Toledo VTC 151 Concrete Deck Truck Scale

Equipment:

Qty. (1) Mettler Toledo Model VTC 151 70' X 11' Steel Deck Truck Scale.....\$82,595.70

- 98' PDX Homerun cable
- Mettler Toledo Model IND780 Desktop Instrument
- (10) PDX load cells
- Printer
- 2- Remote weigh Displays and cable for Remote Displays

Foundation Construction:

Qty. (1) Foundation Construction.....\$45,000.00

- Customer to provide area for the scale level within 2" approx. 150' X 24'
- Excavate, form and pour piers and wash slabs level to accommodate scales
- Form and pour 2 ea. 10'L X 12' W level approaches
- Rental of Crane
- Set and Pour scale decks
- If ramps are needed price will be \$160 per running foot
- Customer is responsible for installation of conduit for scale.

Installation & Calibration

Qty. (1) Calibration of all new equipment..... \$4,250.00

- Wire test and calibration of scale
- Placing in Service with the State of IA
- Start up and Operator Training
- Mettler Toledo Authorized Installation Personnel

Delivery

Qty. (1) Vehicle Scale and Equipment Delivery.....\$5,000.00

- Scale Delivery via 3rd Party Flatbed
- Applicable Shipping Permits
- Current Lead time: **approx. 3-4 Weeks from Receipt of deposit**

Total Investment Before Taxes.....\$136,845.7

Includes 10 year no questions asked guarantee please see below

Maintenance & Warranty:

Preventive Maintenance Agreement – Required TBD*per service provided quote

* Two Total Service Inspections per Year

- Complete Visual Inspection
- Bumper Adjustment and Maintenance
- All Wiring Checked and Connections Tightened
- Indicator Checked for Full Operation
- Complete Section and Accuracy Test with Necessary Adjustments
- One page inspection report

Our Preventive Maintenance Agreement coupled with the Mettler Toledo Five (10) Year “NO RISK” Guarantee reflects a “TOTAL COST OF OWNERSHIP” for these scales for Five years. The scale platforms and terminal are covered for Ten Years after the scale is placed into service. No questions asked. The “NO RISK” Guarantee provided by Mettler Toledo covers all parts, labor, travel time and mileage associated with non-abuse related failure to the scale weighbridge, load receivers, power cells, load cell cables and the Weighing Terminal. No deductibles apply. It is 100% coverage for the length of the Guarantee. NO Peripherals are covered under the Guarantee

Most other Manufacturer’s warranties will cover parts and labor for a period of 90 days after the date of installation. After this “installation warranty”, labor, travel time and mileage charges are NOT included and only parts are covered for the remaining period.

Customer Responsibilities:

- Customer is responsible for all conduit from Scale, to Scale House
- All excavated material to be disposed of at customer’s site.
- The customer will provide 115 V.A.C. power service for use by Cross Precision Measurement’s Contractor while constructing the foundation and/or installing the scale.
- The above listed pricing is based on excavating in virgin soil or dirt. Any removal of concrete, soil cement, asphalt, etc.... will be an additional fee unless previously noted.

Standard Terms of Agreement

Terms and Conditions: This proposal includes agreement to Cross Precision Measurement’s Standard Terms and Conditions found in the attached Exhibit A section of this document.

Payment Terms:

- 30% deposit of the total quoted project cost is due at the time of order.
- Equipment balance is due upon shipment from factory.
- Construction balance is due upon completion.
- Final Balance is due upon placing in service

Customer Approval:

Ship To: _____

Bill To: _____

Address: _____

Address: _____

Approved by (print): _____

Signature: _____ Date: _____

PO # (if using one): _____

Exhibit A: Standard Terms & Conditions

Performance

- Foundation will be constructed in accordance with drawings furnished by scale manufacturer.
- Construction to begin as soon as practical after receipt of purchase order and layout of area or as agreed upon by Cross Precision Measurement and the Purchaser.
- This proposal is based upon the performance of job site work during our regular working days and regular working hours unless otherwise noted.
- If overtime work is performed for any reason other than make-up for delays in progress due to fault on our part, Purchaser agrees to reimburse Cross Precision Measurement at the applicable overtime labor rates for that time.
- This proposal is based on non-winter rates. Winter rates may apply

Access

- This proposal is based upon free and unobstructed access to the site and with all electrical power and water necessary for our use in performing the work provided by Cross Precision Measurement at the site.
- If delays are experienced by Cross Precision Measurement in the course of the work, because of any lack, neglect, or failure of Purchaser or Purchaser's contractors (other than those Contracted by Cross Precision Measurement directly) to meet their obligations, Purchaser agrees to pay Cross Precision Measurement for expenses incurred as a result of these delays.
- A man lift, if required for safe installation of peripherals, is to be supplied by others.

Concrete and Forms (IF APPLICABLE)

- All necessary concrete and reinforcing for walls and footings, as well as, concrete for deck and corrugated metal forms for deck, will be provided unless otherwise specified in this quotation.
- All forms and miscellaneous lumber will be supplied by Cross Precision Measurement, and will remain property of Cross Precision Measurement.
- A drain will be provided (if applicable) through wall or floor of pit for connection to sump pump.
- Laying of additional tile or connection to sewer, etc. is the responsibility of others.
- Others supply sump pump unless otherwise specified.
- Price does not include (unless specified) any removal or replacement of existing asphalt or concrete.

Soil Conditions and Removal (IF APPLICABLE)

- Removal of previous foundations, or rock formations and relocation of existing utilities will be considered extra work unless otherwise noted.
- Saw cutting and demolition of existing paving materials, pre-grading of site and final grading, and repair of paving courses will not be included unless noted and discussed.
- Price is based on firm soil conditions with a minimum soil bearing (see checklist).
- If other conditions are encountered, there will be an extra charge.
- The purchaser must provide any testing to determine soil capacity.
- If additional fill, additional depth, pilings or other soil preparations must be performed to obtain adequate soil bearing, it will be at the expense of others.

Backfill (IF APPLICABLE)

- This proposal is based upon use of backfill (if done by Cross Precision Measurement) from earth removed during excavation.
- If this earth is not suitable, or if the purchaser for any reason requires other backfill, purchaser will at his own expense, procure the necessary fill material and deliver to the job site.
- The purchaser will pay for any transportation of soil more than 50 yards from job site.
- Backfill to scale walls does not include any tamping or compacting of earth.

- As much back filling as possible will be done by the crew while at the job site.
- If settling occurs after crew has completed job, it will be the Purchaser's responsibility to provide additional backfilling.
- Purchaser will be responsible at his own risk and expense to provide shoring of any structures, roadways, railroad tracks, etc., which may be endangered by the excavation.
- Cross Precision Measurement assumes no responsibility for dangers occurring as a result of failure to adequately protect the same.

Labor

- Price includes all necessary labor for construction of foundation and installation of scale, including traveling and expenses.
- Unloading of the scale is included.
- Upon delivery of scale at job site, purchaser shall suitably protect equipment and make it accessible for installation by Cross Precision Measurement at his own risk and expense.
- Price is based upon use of nonunion field labor.
- If use of union labor is necessary, purchaser shall reimburse the extra cost to Cross Precision Measurement.

Completion and Delays

- Any time estimate is not a guarantee of completion date and is subject to revision without liability to Cross Precision Measurement.
- If it becomes necessary in our judgment to adjust this completion due to production or construction material shortages or for the purpose of orderly reconciliation or conflicts in manufacturing, or job site work scheduling or for other reasons, we may do so without liability.
- It is also understood that we shall not be responsible for any delay or default by reason or causes beyond our control, including, but not limited to acts of God, acts of public enemy, acts of federal, state, or local government in their various capacities, fires, floods, inclement weather, epidemics, quarantine restriction, strikes, lockouts, embargoes, car shortage, or delays of subcontractors or supplies due to such causes, or by reason of underground soil conditions or destruction.
- Cross Precision Measurement reserves the right to alter prices as a result of any of these conditions.

Utilities

- The Purchaser will provide 115 V.A.C. power service for use by Cross Precision Measurement's Contractor while constructing the foundation and/or installing the scale.
- Buyer will bear any utility costs while on job site.
- Security provisions must be made for all switches, outlets and valves to prevent use by unauthorized personnel.
- When a full electronic scale or mechanical levers with electronic controls are to be installed, it will be the purchaser's responsibility to provide a "clean" regulated 120 V.A.C. +/- 10%, single phase, 60 Hz, at the point of instrument location. It shall be a separate line with no other load, no more than 3 ohms resistance to true ground, and no more than 0.1 V.A.C. between ground and neutral.
- No conduit is included unless otherwise specified, however, a stub-out nipple will be provided (if applicable) through the foundation for connection of the home run conduit.

Permits, Insurance, and Taxes

- Cross Precision Measurement carries adequate property damage and Workman's Compensation insurance to cover activities while working on-site.
- Purchaser shall be responsible for obtaining and paying for necessary building permits.
- Any bonds, city, state or federal taxes must be added to the quoted price.
- Cross Precision Measurement will furnish all necessary bonds required to operate in the state where the scale is to be located.

Metro Waste Authority Board
Monthly Board Meeting
September 20, 2023
AGENDA ITEM 10

ITEM:

Approval of FTE at Metro Recycling Facility.

SUMMARY:

The addition of one Class A driver at Metro Recycling Facility (MRF) is needed to support existing and new business, as covering current demand with existing staffing has been challenging.

DISCUSSION POINTS:

With the addition of the new Council Bluffs contract to existing business, the demand for hauling required to be performed by a Class A driver has increased significantly. Only two Class A Drivers are currently employed at MRF; they provide service to the community drop-offs, Curb It for Business customers, single stream contract hauling for Fort Dodge & Council Bluffs, mixed paper commodity delivery, and manage all logistics supporting the MRF. Fulfilling this request to add one Class A driver will aid in the mitigation of service failures and provide capacity for new business growth.

STAFF RECOMMENDATION:

Staff recommends approval to hire one Class A Driver.

BUDGET REQUIREMENTS:

Due to newly acquired business in Council Bluffs and other Central Iowa communities, this position was unbudgeted. The expense will be offset through new annual revenue of more than \$180,000 resulting from these long-term agreements.

CONTACT:

Dan Haag, recycling administrator, 515.333.4430